

force and effect notwithstanding the termination of this Agreement. There are no third-party beneficiaries of or to this Agreement.

22. Consultation With Counsel. The parties acknowledge that: (1) they have each been given the opportunity to consult with counsel and other advisors of their choice, and after consulting with such counsel and advisors, knowingly, voluntarily and without duress, coercion, intimidation or compulsion, enter into this Agreement, based upon such advice and counsel in the exercise of their business judgment; (2) this Agreement has been entered into in exchange for good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties hereto; (3) the parties have carefully and completely read all of the terms and provisions of this Agreement and are not relying on the opinions or advice of the other parties or its agents or representatives in entering into this Agreement; and (4) the parties acknowledge that this Agreement is the result of negotiations between the parties and the parties have participated jointly in the preparation of this Agreement.


23. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute but one Agreement.

24. Proprietary Business Information. The terms and conditions of this Services Agreement shall be considered confidential and proprietary business information that should be maintained in confidence by both parties.

25. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes all prior and contemporaneous agreements, promises, and representations, whether written or oral, between the parties with respect to the subject matter hereof.

In Witness whereof, this Agreement has been executed by County and Certified I.T. as of the date listed above.

County: The Board of Commissioners of the County of Allen, Indiana

By: 
(Authorized Signature)

Printed: Nelson Peters

Title: Commissioner

Date: 11-30-07